

8929 /SHV

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP

Attorneys for Defendants CP Ships, Hapag-Lloyd (America) Inc. and Hapag-Lloyd AG
61 Broadway, Suite 3000
New York, New York 10006-2802
(212) 344-7042

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMADI NWOKOCHA
9824 Matzon Road
Baltimore, MD 21220

Plaintiff,

V.

KALICO EXPORTS, INC.
7107 Commercial Avenue
Baltimore, MD 21237

CP SHIPS
399 Hoes Lane
Piscataway, NJ 08854

HAPAG-LLOYD (AMERICA) INC.
399 Hoes Lane
Piscataway, NJ 08854

HAPAG-LLOYD AG
Ballindamm 25
20095 Hamburg

Defendants.

Civil Action No.: 1:07-CV-8597 (SAS)

RULE 56.1
STATEMENT OF FACTS IN SUPPORT
OF CP SHIPS, HAPAG-LLOYD
(AMERICA) INC. AND HAPAG-
LLOYD AG'S MOTION TO DISMISS
THE PLAINTIFF'S COMPLAINT AS
TIME BARRED

For the purpose of this motion the moving defendants contend there are no genuine issues to be tried as to the following facts:

1. This is an admiralty and maritime claim with the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this honorable Court.

2. Plaintiff sues as a shipper of the subject container #CMUU4614892 pursuant to Lykes Line Bill of Lading ATLR016630 from New York to Tincan Island, Lagos dated 21 November 2005. *See, declaration of Stephen H. Vengrow, EXHIBIT A, original Complaint paragraph 7.*

3. Lykes Lines, a division of CP Ships USA, LLC was acquired by Hapag-Lloyd AG in 2005. *See, declaration of Arne Klockmann, paragraph 3.*

4. Hapag-Lloyd (America) Inc. is an agent for Hapag-Lloyd AG. *See, declarations of Arne Klockmann, Susanne Rechenbach, and Fabio Duarte, paragraph 2*

5. On or about February 2, 2006 the container arrived at Tincan Island, Lagos, Nigeria. *See, declaration of Stephen H. Vengrow, original Complaint paragraph 11.*

6. On or about February 2, 2006 the container was delivered to consignee. *See declaration of Stephen H. Vengrow, EXHIBIT A – original Complaint page 11.*

7. Plaintiff filed a Complaint on March 28, 2007 in the Circuit Court of Baltimore, Maryland. *See declaration of Stephen H. Vengrow EXHIBIT A – original Complaint page 1.*

8. The case was removed to the United States District Court for the District of Maryland and then later transferred to the Southern District of New York by a motion enforcing the forum selection clause in the Bill of Lading. *See, Docket Sheet, EXHIBIT B of declaration of Stephen H. Vengrow, paragraph 7.*

9. No extension of time was given to plaintiff to file his Complaint. *See, declarations of Arne Klockmann, Suzanne Rechenbach, Fabio Duarte, and Stephen H. Vengrow.*

10. The applicable law for this particular matter is the United States Carriage of Goods by Sea Act 46 USC 30701 and the terms and conditions of the contract of carriage on the reverse side of the applicable Bill of Lading. 46 USC §30701.

Dated: New York, New York
January 30, 2008

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP

By: /s/ Stephen H. Vengrow
Stephen H. Vengrow (SHV/3479)
61 Broadway, Suite 3000
New York, New York 10006
(212) 344-7042